the plaintiff on other lands. When the plaintiff called on the contractor for settlement he was unable to produce all the receipts, and suggested that the plaintiff leave the deed, executed with the name of the grantee in blank, with him until morning and that, in the meantime, he would procure the additional receipts. The contractor, without any express authority either oral or written, inserted the name of the defendant as grantee and delivered the deed to him, for a valuable consideration. The contractor has disappeared. *Held,* the delivery of the deed, executed in blank, to the contractor gave him an implied authority to fill in the blank; the defendant properly relied upon such authority and took a perfect title as against plaintiff. *Clemmons* v. *McGeer* (Wash. 1911) 115 Pac. 1081.

A deed otherwise duly executed and delivered, with the name of the grantee blank, passes no title until the blank is filled in. *Allen* v. *Withrow,* 110 U. S. 119, 3 Sup. Ct. 517, 28 L. Ed. 90. The common law rule, as adhered to by some states, is that the authorization to fill in the blank must be in writing. *Mickey* v. *Barton,* 194 Ill. 446, 62 N. E. 802; *Upton* v. *Archer,* 41 Cal. 85, 10 Am. Rep. 266; *Lund* v. *Thackery,* 18 S. D. 113, 99 N. W. 856. Most States, however, hold an oral authorization is sufficient, but there must be some express authority. *Van Dyke* v. *Van Dyke,* 119 Ga. 830, 47 S. E. 192; *Thummel* v. *Holden,* 149 Mo. 677. The doctrine enunciated by the principal case seems to find support in only two cases: *Creveling v. Banta,* 138 Ia. 47, 115 N. W. 598; *Logan* v. *Miller,* 106 Ia. 511, 76 N. W. 1005. In the other cases cited by the court there was an oral authorization to fill in the blank.

COURTS—STATE COURTS—JURISDICTION OVER NATIONAL BANKS.—Complainant's wife found $1,000 belonging to one of his clients in an old trunk and without his knowledge, authority or consent, she deposited the money in a national bank in which neither was a depositor. The bank became insolvent and defendant receiver was appointed. *Held,* that a state court can enjoin a national bank and its receiver from transmitting a trust fund beyond the court's jurisdiction until the fact of who is entitled to the fund can be determined. *Patek* v. *Patek et al* (Mich. 1911) 131 N. W. 1103.

The theory of the case seems to be that having decided the funds to be trust funds and that the relation of creditor and debtor never existed, though the depositary had no notice or knowledge at the time of deposit that it was the money of another, the restraining order will not affect the property of the bank but merely prevents the removal of funds in the receiver's hands which never belonged to the bank. But two cases are cited in support of this proposition: *American Can Co.* v. *Williams* (receiver), 149 Fed., 200, affirmed 153 Fed., 882, 82 C. C. A. 628; and *Cap. Nat. Bank* v. *Coldwater Nat. Bank* (5 cases) 49 Neb., 786, 172 U. S. 432, 43 L. Ed., 502. The former decides that when a party asserts ownership of property or a specific lien thereon, it is a proper exercise of discretion on the part of a Circuit Court to retain the property within its jurisdiction until the questions at issue can be determined, even though such property is a fund in the hands of the receiver of a national bank and an injunction is necessary to restrain him from transmitting it to the Comptroller of the Currency in the usual course as required

by statute. It thus supports the principal case, though no authorities are cited in the opinion and Judge TOWNSEND dissented on the ground that the federal statute makes it the duty of the defendant to take possession of the assets of the insolvent institution and to pay over all moneys resulting therefrom to the Treasurer of the United States, subject to the order of the Comptroller. It would seem from the language of § 5236 REV. ST. (U. S. COMP. ST. 1901, p. 3508) that the Comptroller, and not the defendant, would be the proper person to pay the complainant's claim if it were finally sustained. In *Cap. Nat. Bank* v. *Coldwater Nat. Bank, supra,* the Supreme Court expressly states (while intimating no opinion in respect to the views upon which the case was disposed of below), that no federal question was raised which would give it jurisdiction to revise the judgment of the Supreme Court of Nebraska. As reported in 49 Neb. 786, the case contains a full review and criticism of the conflicting decisions in regard to following trust funds, holding to the rule of *McLeod* v. *Evans,* 66 Wis. 401, 28 N. W. 173; *Francis* v. *Evans,* 69 Wis. 115. 33 N. W. 93, and *Bowers* v. *Evans,* 71 Wis. 133, 36 N. W. 629, that a trust fund was incapable of being commingled with the general assets of such bank subsequently transferred to its receiver, and refusing to follow the new rule established by *Nonotuck Silk Co.* v. *Flanders,* 87 Wis. 237, 58 N. W. 383, which overruled those cases. It is interesting to note that § 5242 REV. ST. U. S. (3 U. S. COMP. ST. 1901, p. 3517) providing that no attachment or injunction shall issue from a state court against a national bank before final judgment in any suit, action or proceeding, is not considered in either of these opinions. As to whether an attachment can issue in any state court against a national bank under § 5242 the weight of authority is against its issuance before final judgment, and such writ being void, it confers no jurisdiction upon the court. *Butler* v. *Coleman,* 124 U. S. 721, 31 L. Ed. 567; *Pac. Nat. Bank* v. *Mixter,* id., *Meyer* v. *First Nat. Bank,* 10 Idaho, 175, 77 Pac. 334; *Freeman Mfg. Co.* v. *Nat. Bank,* 160 Mass. 398, 35 N. E. 865; *Dennis* v. *First Nat. Bank,* 127 Cal. 453, 59 Pac. 777, 78 Am. St. Rep. 79; *Chesapeake Bank* v. *First Nat. Bank,* 40 Md. 269, 17 Am. Rep. 601; *Rosenheim Real Estate Co.* v. *Bank,* (Tenn.) 46 S. W. 1026; *Bank* v. *Bank,* 112 N. Y. 667; *Garner* v. *Second Nat. Bank,* 66 Fed. 369; *Safford* v. *First Nat. Bank,* 61 Vt. 373; 17 Atl. 748; *First Nat. Bank* v. *LaDue,* 39 Minn. 415, 40 N. W. 367. It seems strange that while § 5242 includes both attachment and injunction, forbidding the issuance of either, there should be less uniformity in the decisions regarding the issuing of injunctions than is noted above respecting attachments. In *Hower* v. *Weiss Malting Co.,* 55 Fed. 356, 5 C. C. A. 129, 14 U. S. App. 210, it is said "that § 5242 does not deprive the Federal Circuit Court of power to issue such an injunction, or to continue, after removal of the case, an injunction previously granted by a state court," thus supporting the principal case by recognizing the right of a state court to grant such an injunction, and distinguishing the case of *Pac. Nat. Bank* v. *Mixter,* 124 U. S. 721, 31 L. Ed. 567, upon the ground that the decision there "only applied to the issuing of *attachments* while the power to issue injunctions is inherent in the original jurisdiction in equity which is conferred upon the circuit courts by § 629 U. S. REV. ST. and its amendments."